



BRYCE YOKOMIZO
Director

LISA NUÑEZ
Chief Deputy

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
Tel (562) 908-8400 • Fax (562) 908-0459



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January 10, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF RECOMMENDATIONS RESULTING FROM THE ACCEPTANCE OF
GRANT FUNDS FROM THE STATE OF CALIFORNIA, OFFICE OF
TRANSPORTATION
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of the Department of Public Social Services (DPSS) to execute Agreements substantially similar to Attachment A, with the program vendors, indicated on Attachment B, selected through the Invitation for Bid (IFB) process. The selected vendors will provide the Pedestrian and/or Child Passenger/Occupant Safety components of the Office of Traffic Safety (OTS) grant. Total funding for all vendors shall not exceed \$332,924 for the contract period January 11, 2006 or one day after Board award, whichever comes later, through January 31, 2008 and will be fully financed by State OTS funds.
2. Authorize the Director of DPSS to negotiate and execute contract amendments with the agencies indicated on Attachment B, for any required term extension and increase or decrease in contract amounts based on contractor performance and availability of funding provided that: (a) the amount of change does not exceed 25% of the original contract amount; and (b) approval is granted by County Counsel. DPSS will inform the Board and the Chief Administrative Office (CAO) of any increase or decrease in funding. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

"To Enrich Lives Through Effective And Caring Service"

3. Approve the agencies' recommended funding levels totaling \$332,924, as indicated on Attachment B, for the provision of the Pedestrian and Child Passenger/Occupant Safety components under the Office of Traffic Safety program, to the low-income residents of Los Angeles County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 11, 2001, your Board originally accepted and approved State OTS grant funds to establish the County's Traffic Safety Program under a three-year contract with the State. On June 29, 2004, your Board approved a 15-month extension of the County's original OTS contract. On September 20, 2005, your Board approved a 27-month OTS contract to accept grant funds from the State.

Through the OTS program, agencies throughout the County provide Pedestrian and Child Passenger classroom training and distribute appropriate car seats to the participants. The sixteen agencies listed on Attachment B and the Department of Community and Senior Services (CSS) responded to the IFB solicitation and are recommended to provide these services. Of the total \$370,000 for these services, \$332,924 is recommended for the agencies on Attachment B. CSS will be awarded the remaining balance of \$37,076.

The vendors are also responsible for the outreach and screening of the participants to ensure low-income residents in the targeted areas of Los Angeles County are served through this program. Each vendor is required to participate in one Special Event during the contract period. The vendors may be reimbursed up to \$1,090 for these events with prior approval from Los Angeles County.

In addition, the State has recommended the County provide a Teenage Drinking and Driving Deterrent Program. This is a State priority and a new grant component aimed at reducing the incidence of teenage drinking and driving through outreach and education in local high schools. The Department is working with the Los Angeles County Sheriff's Department to implement the Teenage Drinking and Driving Deterrent component of this program.

The new OTS grant will allow DPSS to continue serving low-income residents through the provision of Pedestrian and Child Passenger/Occupant Safety activities designed to reduce the incidence of vehicular and pedestrian accidents in low-income areas. This grant will not serve the Cities of Los Angeles and Long Beach, which are directly awarded their own OTS grants for the same type of activities.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Traffic Safety Program directly supports the following Countywide Strategic Plan Goals: Goal 1 - Provide the public with easy access to quality information and services that are both beneficial and responsive; Goal 3 – Ensure that service delivery systems are efficient, effective and goal-oriented; and Goal 5 – Improve the well-being of children and families in Los Angeles County as measured by the achievements in two of the five outcome areas adopted by the Board: good health, and safety and survival.

FISCAL IMPACT/FINANCING

The funding for approved vendors in the amount of \$370,000 will be provided exclusively with State OTS grant funds. There will be no Net County Cost (NCC) impact.

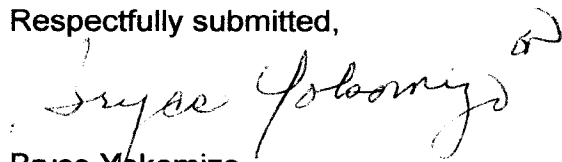
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions enables the Department to continue implementation of the Traffic Safety Program with services targeted to low-income residents in Los Angeles County. The recommended actions will not infringe on the role of the County in providing services to its residents and the County's ability to respond to an emergency will not be impaired.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to the Director of DPSS.

Respectfully submitted,



Bryce Yokomizo
Director

Attachments

c: Executive Officer, Board of Supervisors
Chief Administrative Officer
County Counsel
Auditor-Controller
Community Action Board



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CONTRACTORS' NAME

FOR

OFFICE OF TRAFFIC SAFETY PROGRAM

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746**

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EXHIBITS

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Exhibit E	CONTRACTOR'S EEO CERTIFICATION
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Exhibit H2	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AGREEMENT
Exhibit I	JURY SERVICE ORDINANCE
Exhibit J	SAFELY SURRENDERED BABY LAW
Exhibit K	INTERNAL REVENUE SERVICE NOTICE 1015
Exhibit L	FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
Exhibit M	CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS FOR CONTRACTORS/VENDORS
Exhibit N	CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)
Exhibit O1	CHARITABLE CONTRIBUTIONS CERTIFICATION
Exhibit O2	BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATIONS
Exhibit P	CONTRACT DISCREPANCY REPORT

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTORS' NAME**

This Contract is made and entered into this ____ day of _____, 2006, by and between the County of Los Angeles (hereinafter referred to as "County") and CONTRACTORS' NAME, a NON-PROFIT COMMUNITY BASED ORGANIZATION (hereafter referred to as "Contractor"), located at CONTRACTORS' ADDRESS.

RECITALS

WHEREAS, CONTRACTOR is qualified by reason of experience, preparation, equipment, organization, staffing and facilities to provide the services contemplated by this Agreement on behalf of COUNTY, and

WHEREAS, COUNTY finds it necessary to secure such services as described in this Contract; and

WHEREAS, COUNTY released an Invitation for Bid to the public for the provision of such services and based upon competitive bidding, CONTRACTOR has been selected by recommendation for award of this Agreement; and

WHEREAS, COUNTY is further authorized under California Government Code Sections 23004 and 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0

APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H1, H2, I, J, K L, M, N, O1, O2 and P are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the body of this Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Contract and then to the Exhibits according to the following priority:

Exhibit A	STATEMENT OF WORK
Exhibit B	PERFORMANCE REQUIREMENTS SUMMARY
Exhibit C	OFFICE OF TRAFFIC SAFETY VERIFICATION OF ELIGIBILITY
Exhibit D	CONTRACTOR'S BUDGET
Exhibit E	CONTRACTOR'S EEO CERTIFICATION
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Exhibit P	CONTRACT DISCREPANCY REPORT

The body of this Contract, together with the Exhibits hereto, shall constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.5 (Change Notices and Amendments) and signed by both parties.

2.0 **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** The body of this Contract, including all Exhibits hereto, executed between County and Contractor.
- 2.2 **Contractor's Project Manager:** The individual designated by Contractor to administer the Contract operations after the Contract award.
- 2.3 **County's Project Director:** Person designated by County, or his authorized designee, who has the authority to act for County on certain contractual or administrative matters relating to this Contract. County's Project Director approves all work performed by Contractor and all invoices submitted by Contractor as related to this Contract.
- 2.4 **County's Project Manager:** Person designated by County, or his authorized designee, who manages the operations under this Contract.
- 2.5 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.6 **DPSS:** County's Department of Public Social Services.
- 2.7 **DPSS Director:** The Director of County's Department of Public Social Services, or his authorized designee.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 **Working Day(s):** The period from 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, excluding County holidays.

3.0 **WORK**

- 3.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in this Contract, including, without limitation, Exhibit A (Statement of Work).
- 3.2 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to

be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

- 3.3 In the event quality and/or performance deficiencies by Contractor necessitate disapproval of work, invoices, or time reports by County's Project Director, County may pursue any and all remedies set forth in Subparagraph 9.3 (Certain County Remedies), and/or as otherwise provided in this Contract, and/or as otherwise provided by law and/or in equity. Approvals of deliverables, if any, shall not be unreasonably withheld. Within a time period as determined by County's Project Director, County shall approve the deliverable, require minor changes, or reject the deliverable and notify Contractor to cure any significant defects.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon execution by one day after the County's Board of Supervisors' approval, and end on January 31, 2008 unless sooner terminated or extended, in whole or in part, as provided in this Contract.

County shall have the sole option to extend the Contract term for up to one (1) year. Such option and extension shall be exercised at the sole discretion of the DPSS Director by providing advance written notice to Contractor.

- 4.2 Contractor shall notify County's Project Director when this Contract is within six (6) months from the expiration of the term as provided for herein/above. Upon occurrence of this event, Contractor shall send written notification to County's Project Director at the address herein provided in Exhibit F (County's Administration).

5.0 CONTRACT SUM

- 5.1 The Contract Sum shall be the total maximum monetary amount that County may pay Contractor for all services and other work specified under this Contract. The Contract Sum, including all applicable taxes, shall not exceed (Contractor's Funding Allocation amount). Contractor shall satisfactorily perform and complete all required task in accordance with the Exhibit A (Statement of Work), notwithstanding the fact that total payment from County shall not exceed the Contract Sum.
- 5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other

than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.

- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this event, Contractor shall send written notification to County's Project Director at the address herein provided in Exhibit F (County's Administration).

5.4 No Payment for Services Provided Following Expiration/ Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services or other work rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor.

5.5 Invoices and Payments

- 5.5.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. Contractor shall prepare invoices, in a format approved in writing by County's Project Director, which shall include, without limitation, the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit D (Contractor's Budget), and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. **Contractor shall be reimbursed for pedestrian training for participants who are four (4) years of age or older and for car seat training for parents and/or caregivers of children who are required by law to be in a car restraint system.** If County does not approve work in writing no payment shall be due to Contractor for that work.

- 5.5.2 Contractor's invoices shall be priced in accordance with Exhibit A (Statement of Work) and Exhibit D (Contractor's Budget).

- 5.5.3 Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours and/or other work for which payment is

claimed.

- 5.5.4** All invoices under this Contract shall be submitted in two (2) copies to the following address:

Brenda Frazier, County Project Manager
Los Angeles Department of Public Social Services
12860 Crossroads Parkway South- Main
City of Industry, California 91746

- 5.5.5** County Approval of Invoices: All invoices submitted by Contractor for payment must have the written approval of County's Project Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. County will withhold fifteen percent (15%) of all deliverable payments until all deliverables in Exhibit A (Statement of Work) are accepted by County.

- 5.5.6** Contractor shall prepare and submit monthly invoices, in the format and manner described by the County, each in an original and one copy, to the County Project Manager within fifteen (15) calendar days following the end of the month in which services were provided. Failure to submit timely and accurate monthly invoice will result in a contract discrepancy and delay in payment.

Each invoice shall be supported by back-up documentation to validate the amounts invoices. This documentation shall include, but not be limited to, those items as specified in the Monthly Management Report (MMR), in a manner described by the County. County will not authorize payment on incomplete or inaccurate invoices.

- 5.5.7** Notwithstanding any other provision of this Contract, County shall not be liable in any event for payment of services provided pursuant to the Contract in excess of the firm fixed rates _____, etc. Modules I, II, III, and Public Events during the service month as defined Exhibit A, Section IV.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all County Administration referenced in the following Subparagraphs are designated in Exhibit F (County's Administration). County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

The responsibilities of County's Project Director include, without limitation: ensuring that the objectives of this Contract are met; providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements; and approving in writing all work performed by Contractor and all invoices submitted by Contractor as related to this Contract.

County's Project Director is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.2 County's Project Manager

The responsibilities of County's Project Manager include, without limitation: meeting with Contractor's Project Manager on a regular basis; and inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit G (Contractor's Administration). Contractor shall notify County in writing of any change in the name or address of Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Director and County's Project Manager on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove each member or proposed member of Contractor's staff, including, but not limited to, Contractor's Project Manager, prior to, and during, their performing any work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such staff. County's Project Director may require replacement of any member of Contractor's staff performing,

or offering to perform, work hereunder, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each such proposed initial staff member, including, but not limited to, Contractor's Project Manager, and proposed substitute and an opportunity to interview such person prior to his performing any work hereunder.

In addition, Contractor represents and warrants that it shall, to the maximum extent possible, take all necessary steps to assure continuity over time of the membership of the group constituting Contractor's staff, including, but not limited to, Contractor's Project Manager.

Contractor shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

In fulfillment of its responsibilities under this Contract, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Contract.

Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner, including, without limitation, as required to comply with Exhibit A (Statement of Work).

In the event Contractor should ever need to remove any staff from performing work under this Contract, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

All staff employed by and on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of County and Contractor will be provided new specifications as required. The format and content of the badge is subject to County's approval prior to Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 Contractor shall notify County within one (1) working day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy Contractor's staff's County photo identification badge at the time of removal from the County Contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, County may require that all Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. . The fees associated with obtaining the background information shall be at the expense of Contractor, regardless if Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through County conducted background clearance.

7.4.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of County or whose background or conduct is incompatible with County facility access, at the sole discretion of County.

7.4.4 Disqualification, if any, of Contractor staff, pursuant to this Subparagraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information obtained from, or developed for, County under this

Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

- 7.5.2 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.3 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit H-1 (Contractor Employee Acknowledgment, Confidentiality Agreement).
- 7.5.4 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit H-2 (Contractor Non-Employee Acknowledgment, Confidentiality Agreement).
- 7.5.5 By State law, including without limitation (*W & I Code, Section 10850 et seq. and 17006*) all of the case records and information pertaining to individuals receiving aid are confidential and not information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services so designated without written authorization from DPSS.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the DPSS Director. Any unapproved assignment or delegation shall be null and void. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the DPSS Director's sole discretion, against the claims, which Contractor may have against County.
- 8.1.2 If any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the DPSS Director's express prior written approval, may result in the

termination of this Contract.

8.2 AUDIT SETTLEMENT

If, at any time during the term of the Agreement or within five (5) years after the expiration or termination of the Agreement, authorized representatives of the County conduct an audit of the Contractor regarding the services provided to the County hereunder, and if such audit finds that the County's dollar liability for such services is less than payments made by the County to the Contractor agrees that the difference, at the DPSS Director's discretion, shall be either: 1) repaid forthwith by the Contractor to the County by case payment, or 2) at the County's option, credited against any future payments due by the County, to the Contractor, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County provided that in no event shall the County's maximum obligation for his Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.3 AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by Contractor under the Contract. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Contractor shall continue to provide all of the services set forth in the Contract.

8.5 CHANGE NOTICES AND AMENDMENTS

- 8.5.1** County reserves the right to initiate Change Notices that do not affect the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by Contractor and by County's Project Director.
- 8.5.2** Except as otherwise provided for in Subparagraphs 8.5.3 and 8.5.4, for any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared by County and executed by Contractor and County's Board of Supervisors.
- 8.5.3** The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared by County and executed by the DPSS Director and Contractor.
- 8.5.4** The DPSS Director may, in his sole discretion, authorize an extension of the term of this Contract as described in Paragraph 4.0 (Term of Contract). Contractor agrees that such extension of the term of this Contract shall not change any other term or condition of this Contract during the period of such extension.

8.6 CHILD ABUSE/ELDER ABUSE REPORTING/FRAUD REPORTING

The Contractor staff working on this Agreement shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and should submit all required information, in accordance with the PC Code Sections 11166 and 11167.

The Contractor staff working on this Agreement shall comply with *California Welfare and Institutions Code (WIC), Section 15600 et*

seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5. The Contractor staff working on this Agreement shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

8.7 CLEAN AIR AND WATER ACTS

Contractor shall comply with all applicable standards, orders, or requirements issued under sections 306 of Clean Air Act (42 U.S.C. 1857 (h), section 508 of the clean Water (33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Generally, this provision shall apply to contracts, subcontracts, and subgrants for amounts in excess of \$100,000.

8.8 COLLECTIVE BARGAINING CONTRACT

To comply with California Department of Social Services Regulations, Section 23-610 (c) (22), the Contractor agrees to provide to the County, upon request, a copy of any collective bargaining Contract covering employees providing services under the Agreement.

8.9 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.9.1 The County Project Director will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.9.2 If the County Project Director requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.9.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County Project Director of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the County Project Director within three (3) business days of mailing to the complainant.

8.10 COMPLETION OF CONTRACT

The Contractor shall turn over their current operation to another vendor upon expiration or termination of the Agreement. For up to three (3) months prior to the expiration of this Agreement, the Contractor shall provide the consulting services of the Contract Manager for orientation to ensure a smooth transition from Contractor-provided services back to another vendor. The Contractor shall make reasonable provisions for inspection and observation of work procedures of the Contractor personnel during the transition period. In addition, the Contractor shall explain and return to the County, as requested all staffing reports and related documents.

If the Contractor fails to adhere to the above work and standards, the County shall have the right to withhold 50 percent to 100 percent of the last two months' payments as liquidated damages.

8.11 COMPLIANCE WITH APPLICABLE LAWS

8.11.1 Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. These shall include, but are not limited to:

1. *California Welfare & Institutions Code*
2. *California Department of Social Services (CDSS) Manual of Policies and Procedures*
3. *California Department of Social Services Regulation Section*
4. *Social Security Act*

5. State Energy and Efficiency Plan [*Title 24, California Administrative Code*]
6. Clean Air Act (*Section 306, 42USC 1857 (h)*)
7. Clean Water Act (*Section 508, 33USC 1368*)
8. Executive Order 11738 and Environmental Protection Agency Regulations (*40 CFR Part 15*)
9. Equal Employment Opportunity (EEO) [*Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60*]

Contractor shall maintain all licenses required to perform the Agreement.

8.11.2 Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.12 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disabilities Act of 1990, WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. Contractor shall sign and adhere to the Exhibit M (Civil Rights Resolution Agreement Requirements for Contractors/Vendors).

In addition, a Resolution Agreement between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs.

Contractor shall comply with the terms of the Resolution Agreement as directed by DPSS, which includes, but is not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights Training;
- Ensuring that notices sent to participants are in their primary language; and
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants; and
- Maintaining records and record retention of all Civil Rights related correspondence to participants, including the Civil Right Complaint Log; and
- Collecting data necessary to monitor compliance with Civil Right requirements

8.13 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.13.1 Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit I (Jury Service Ordinance) and incorporated by reference into and made a part of this Contract.

8.13.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) working days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Subparagraph 8.13.2, "Contractor" means a person, partnership, corporation or

other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Subparagraph 8.7. The provisions of this Subparagraph 8.7 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Subparagraph 8.13 may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.14 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorney's fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

8.15 CONFLICT OF INTEREST

8.15.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

8.15.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 8.15 shall be a material breach of this Contract upon which County, in its sole discretion, may immediately terminate or suspend this Contract.

8.16 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.17 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.18 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit ?, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with the California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

8.19 CONTRACTOR RESPONSIBILITY AND DEBARMENT

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.

8.19.1 Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing, on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts that the Contractor may have with the County.

8.19.2 County may debar a contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.19.3 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.19.4 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall

prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.19.5 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

8.19.6 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following; (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

8.19.7 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.19.8 These terms shall also apply to subcontractors/subconsultants of County contractors.

8.20 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Public Social Services will supply Contractor with the poster to be used.

8.21 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

8.22 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.22.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.22.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.23 CONTRACTOR'S EMPLOYEES

The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Agreement. All personnel assigned by the CONTRACTOR to perform these services shall at all times be employees of the CONTRACTOR, and the CONTRACTOR shall have the right to hire, suspend, discipline, or discharge the CONTRACTOR's personnel.

While providing services to the COUNTY under this Agreement, the CONTRACTOR's employees shall report to the COUNTY for all work-related activities and abide by the rules and regulations of the COUNTY facility where the employee is assigned. However, any employee of the CONTRACTOR who, in the opinion of the COUNTY is unsatisfactory (e.g., has committed an act of fraud, sexual harassment, etc.), shall be removed from the performance of requested services immediately upon the written or oral request of the CCA.

8.23.1 The CONTRACTOR will be solely responsible for providing to its employees all legally required employee benefits and the COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the CONTRACTOR. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Auditor-Controller.

8.23.2 The personnel provided by the CONTRACTOR shall at a minimum be:

1. Accustomed to a complex, fast-paced, confidential, and high pressured work environment.
2. Able to fluently read, write, speak, and understand English.
3. Bilingual, when requested.
4. Able to communicate effectively using good judgment and diplomacy.
5. Required to present him/herself in a neat, businesslike appearance and behave in a professional manner.
6. Able to handle sensitive materials and perform confidential duties.
7. Able to satisfy a background check.
8. Able to meet the minimum qualifications as stated in the Statement of Work, Section 1.

8.24 COUNTY LOBBYIST

Contractor and each County Lobbyist or County Lobbying firm as defined Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County Lobbyist Ordinance, Chapter 2.160 of the Los Angeles County Code. Contractor shall indicate compliance by signing Exhibit L (Familiarity of the County Lobbyist Ordinance Certification). Failure on the part of Contractor or any County Lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

8.25 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.26 COVENANTS AGAINST FEES

The CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Agreement and recover the full amount of such commission, percentage, brokerage or contingent fee.

8.27 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.27.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.27.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.28 DISPUTES

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Agreement shall be brought to the attention of the County Project Director. If the County Project Director is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or designee, and the Director's or designee's decision shall be final.

8.29 DRUG FREE WORKPLACE COMPLIANCE

The Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98, commencing with §98.600).

8.30 EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.31 EMPLOYEE SAFETY

The CONTRACTOR will assure that the CONTRACTOR's employees:

8.31.1 Are covered by an effective Injury and Illness Prevention Program.

8.31.2 Receive all required general and specific training.

8.32 FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Subparagraph 8.5 (Change Notices and Amendments), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.33 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

8.34 FISCAL ACCOUNTABILITY

The CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-Profit Organizations, OMB Circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB Circular A-133 for Audits of State, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

8.35. FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Agreement upon any event which renders performance impossible. In such cases, the COUNTY shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

8.36 GOVERNING LAW, JURISDICTION, AND VENUE

8.36.1 This Contract shall be governed by, and construed in accordance with, the laws of the State of California.

8.36.2 Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment, further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

8.36.2 Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

8.37 GOVERNMENT OBSERVATIONS

Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, may observe performance activities, or review documents required under this Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

8.38 INDEPENDENT CONTRACTOR STATUS

8.38.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.38.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other

compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

8.38.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

8.38.4 Contractor shall adhere to the provisions stated in Subparagraph 7.5 (Confidentiality).

8.39 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.40 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and during the term of this Contract Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

8.40.1 Evidence of Insurance:

- A.** Certificate(s) or other evidence of coverage satisfactory to County and all regular annual renewals thereof, shall be delivered to the:

May Kingi, Program Manager
CSBG/OTS Section
Department of Public Social Services
12860 Crossroads Parkway South - Main
City of Industry, California 91746

or designee, prior to commencing initial performance, or commencing subsequent years of performance, as applicable, under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract.
- (2) Clearly evidence all coverage required in this Contract.
- (3) Contain the express condition that County is to be given written notice by certified or registered mail at least thirty (30) days in advance of any modification, lapse, or cancellation for all policies evidenced on the certificate of insurance.
- (4) Include certified copies of the additional insured endorsement(s) to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Contract.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor reduce or eliminate such deductibles or self-insured retentions as they apply to County or to require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may

purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(2) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract..

(3) any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County's Project Director.

(4) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors

maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

(2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$500,000 for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto."

(3) Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

(4) Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Contract, or Contractor agrees to continue to maintain such insurance for not less than two years commencing upon termination or cancellation of this Contract.

8.41 Intellectual Property Provisions

(a) *Federal Funding.*

To the extent this Contract is funded in whole or in part by the federal government, the County may acquire and maintain the Intellectual Property rights, title and ownership, which result directly or indirectly from this Contract, except as provided in 37 CFR § 401.14. However, pursuant to 29 CFR § 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) *Ownership.*

(1) Except where County has agreed in a signed writing to accept a license, the County shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by the Contractor or County and in which result directly or indirectly from this Contract.

(2) *Intellectual Property Defined.*

(A) For the purposes of this Contract, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by County, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(B) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings, and

printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

- (3) In the performance of this Contract, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Contract, Contractor may access and utilize certain of County's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of County's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein, neither the Contractor nor County shall give any ownership interest in or rights to its Intellectual Property to the other party. If, during the term of this Contract, Contractor accesses any third-party Intellectual Property that is licensed to County, Contractor agrees to abide by all license and confidentiality restrictions applicable to County in the third-party's license agreement.
- (4) Contractor agrees to cooperate with County in establishing or maintaining County's exclusive rights in the Intellectual Property, and in assuring County's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the agreement (s) to include all Intellectual Property provisions of this § 8.41. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor,

Contractor or County and which result directly or indirectly from this Contract or any subcontract.

- (5) Contractor further agrees to assist and cooperate with County in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce County's Intellectual Property rights and interests.

(c) *Retained Rights/License Rights.*

(1) Except for Intellectual Property made, conceived derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby grants to County, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Contract, unless Contractor assigned all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Contract, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County or third party, or result in a breach or default of any provisions of this § 8.41 or result in a breach of any provisions of law relating to confidentiality.

(d) *Copyright.*

(1) Contractor agrees that for purposes of copyright law, all works (as defined in Ownership, § 8.41 (b)(2)(B)) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor

in connection with the performance of this Contract will be a "work made for hire" whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (A) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (B) that person shall assign all right, title, and interest to County to any work product made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Contract that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this [Contract/Agreement] may not be reproduced or disseminated without prior written permission from County.

(e) *Patent Rights.* With respect to inventions made by Contractor in the performance of this Contract, which did not result from research and development specifically included in the Contract's scope of work, Contractor hereby grants to County a license as described under **§ 8.41(c)** for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Contract's scope of work, then Contractor agrees to assign to County, without additional compensation, all its right, title and interest in and to such inventions and to assist County in securing United States and foreign patents with respect thereto.

(f) *Third-Party Intellectual Property.* Except as provided herein, Contractor agrees that its performance of this Contract shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (1) obtaining County's prior written approval; and (2) granting to or obtaining for County, without additional compensation, a license as described in **§ 8.41(c)**, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Contract. If such a license upon these terms is unattainable, and County determines that the Intellectual Property should

be included in or is required for Contractor's performance of this Contract, Contractor shall obtain a license under terms acceptable to County.

(g) *Warranties.*

(1) Contractor represents and warrants that

(A) It has secured and will secure all rights and licenses necessary for its performance of this Contract.

(B) Neither Contractor's performance of this Contract, nor the exercise by either party of the rights granted in this Contract, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly form this Contract will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(C) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(D) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(E) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to County in this Contract.

(F) It has appropriate systems and controls in place to ensure that State funds will not be used in the

performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(G) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Contract.

(H) Intellectual Property Indemnity.

COUNTY MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(1) Contractor shall indemnify, defend and hold harmless County and its licenses and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to:

(A) The incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or

(B) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this

Contract. County reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against County.

(2) Should any Intellectual Property licensed by the Contractor to County under this Contract become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve County's right to use the licensed Intellectual Property in accordance with this Contract at no expense to County. County shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for County to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County may be entitled to a refund of all monies paid under this Contract, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate County for breach of any term of this Intellectual Property provisions of this § 8.41 by Contractor. Contractor acknowledges County would suffer irreparable harm in the event of such breach and agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) *Survival.* The provisions set forth herein shall survive any termination or expiration of this Contract or any project schedule.

8.42 LIQUIDATED DAMAGES

If the CONTRACTOR breaches the Performance Requirements Summary (PRS) as defined in Exhibit B, the COUNTY will have a claim for the sum specified in the PRS, to be paid by the CONTRACTOR in accordance with the Agreement as liquidated damages. This section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Agreement, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Agreement as agreed to herein.

8.43 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to County.

8.44 NEPOTISM

The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this contract or any federal, State or local government contract if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this the term "*immediate family*" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term "*administrative capacity*" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

8.45 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.45.1 The CONTRACTOR shall comply with all laws and regulations as defined in Equal Employment Opportunity EEO (U.S. Executive Order 11246 and amended by U.S. Executive Order 11375 and Supplemented in *Department of Labor Regulations, 41 CFR, Part 60*). Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

The CONTRACTOR shall ensure that EEO and State-approved Civil Rights posters, "Equal Under The Law," are posted in all the CONTRACTOR's facilities, where they are easily accessible to the CONTRACTOR's employees.

8.45.2 Contractor shall certify to, and comply with, the provisions of Exhibit E (Contractor's EEO Certification).

8.45.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.45.4** Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.45.5** Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.45.6** Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.27 when so requested by County.
- 8.45.7** If County finds that any provisions of this Subparagraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.45.8** The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.46 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

8.47 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.48 NOTICE OF DISPUTES

Contractor shall bring to the attention of County's Project Manager and/or County's Project Director any dispute between County and Contractor regarding the performance of services and other work as stated in this Contract. If County's Project Manager or County's Project Director is not able to resolve the dispute, the DPSS Director shall resolve it.

8.49 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Exhibit K (Internal Revenue Service Notice 1015).

8.50 NOTICES TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit J (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.51 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit F (County's Administration) and Exhibit G (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The DPSS Director shall have the authority to issue all notices or demands required or permitted by County under this Contract.

8.52 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.53 PUBLIC RECORDS ACT

8.53.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subparagraph 8.55 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Work Order used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8. 53.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.54 PUBLICITY

8.54.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director. County shall not unreasonably withhold written consent.

8.54.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County of Los Angeles, provided that the requirements of this Subparagraph 8.37 shall apply.

8.55 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.55.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, Federal Government, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option,

Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.55.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.55.3 If at any time during or after the term of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either repaid by Contractor to County by cash payment upon demand, or, at the sole option of the DPSS Director, deducted from any amounts due to Contractor from County hereunder. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

8.55.4 Failure on the part of Contractor to comply with any of the provisions of this Subparagraph 8.55.4 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

8.56 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.57 COUNTY FACILITY RULES AND REGULATIONS

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that County determines that a employee of Contractor has violated

any applicable rule or regulation, the DPSS Director will notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from DPSS Director that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

8.58 SUBCONTRACTING

8.58.1 The requirements of this Contract may not be subcontracted by Contractor without the prior written consent of County. Any attempt by Contractor to subcontract without the prior written consent of County shall be null and void and may be deemed by County, in its sole discretion, to be a material breach of this Contract upon which County, in its sole discretion, may immediately terminate or suspend this Contract.

8.58.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

- A description of the work to be performed by the subcontractor;
- Other pertinent information and/or certifications requested by County.

8.58.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.58.4 Notwithstanding any County consent to subcontract, Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract,

8.58.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

8.58.6 The DPSS Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.

8.58.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

8.58.8 Contractor shall deliver to the Chief, DPSS Contracts Management Division, at the address shown in Subparagraph 8.58.9, a fully executed copy of each subcontract entered into by Contractor before any work may be performed under such subcontract.

8.58.9 Contractor shall obtain:

A. Certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor; and

B. An executed Subcontractor Employee Acknowledgement, Confidentiality.

Contractor shall ensure delivery of all such documents to:

May Kingi, Program Manager
CSBG/OTS
Department of Public Social Services
12860 Crossroads Parkway South - Main
City of Industry, CA 91746

Before any subcontractor employee may perform any work hereunder.

8.58.10 The contractor and/or subcontractor are subject to all conditions and certifications of the Project Agreement and 49 CFR Part 18 and/or CFR Part 19 whichever is applicable.

8.59 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's

Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 days of within notice shall be grounds upon which County may terminate this Contract pursuant to Subparagraph 8.61 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.60 TERMINATION FOR CONVENIENCE

8.60.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent

8.60.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.60.3 For a period of five (5) years after final settlement under this Contract, Contractor shall make available to County, at all reasonable times, all material including, without limitation, books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, except, copy, or transcribe such material at such other location. All material shall be maintained by Contractor in accordance with Subparagraph 8.55 (Record Retention and Inspection/Audit Settlement).

8.61 TERMINATION FOR DEFAULT

8.61.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of the DPSS Director:

- Contractor has breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.61.2 In the event that County terminates this Contract in whole or in part as provided in Subparagraph 8.61.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

8.61.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.61.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As

used in this Subparagraph 8.61.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.61.4 If, after County has given notice of termination under the provisions of this Subparagraph 8.61.4, it is determined by County that Contractor was not in default under the provisions of this Subparagraph 8.61, or that the default was excusable under the provisions of Subparagraph 8.62.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.60 (Termination for Convenience).

8.61.5 The rights and remedies of County provided in this Subparagraph 8.61 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.62 TERMINATION FOR IMPROPER CONSIDERATION

8.62.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract.

In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.62.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.62.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.63 TERMINATION FOR INSOLVENCY

8.63.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

8.63.2 The rights and remedies of County provided in this Subparagraph 8.63 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.64 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.65 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.66 WAIVER

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.51 shall not be exclusive and

are in addition to any other rights and remedies provided by law or under this Contract.

8.67 WARRANTY AGAINST CONTINGENT FEES

8.67.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.67.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 OTHER TERMS AND CONDITIONS

9.1 AIR OR WATER POLLUTION VIOLATION

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit N (Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act (HIPAA)) in order to provide those services. County and Contractor therefore agree to the terms of Exhibit N (Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act (HIPAA)).

9.2.1 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Contract. County shall have

the right to inspect, copy, and use, at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.2.2 Any and all materials, software, and tools that are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder and which Contractor considers to be proprietary and/or confidential, must be expressly and specifically identified by Contractor to County's Project Director as proprietary and/or confidential and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL" on each page containing such material.

9.2.3 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items, if any, are safeguarded and held in confidence. County agrees not to reproduce, distribute, or disclose to non-County entities (other than outside counsel or consultants subject to non-disclosure obligations) any such proprietary and/or confidential items without the prior written consent of Contractor.

9.2.4 County shall have no obligation to Contractor under Subparagraph 9.2.5 or otherwise if proprietary and/or confidential items are not plainly and prominently identified per Subparagraph 9.2.4 Further, County shall have no obligation to Contractor under this Paragraph 9.2 for any disclosures required under any state and/or federal law and/or order of court.

Notwithstanding the foregoing provisions of this Subparagraph 9.2.6 and recognizing that County has no way to safeguard trade secrets or proprietary information, the Contractor shall, and does, hereby keep and hold County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information.

9.2.5 Contractor hereby grants to County for use of County, an irrevocable, perpetual, non-terminable, no-cost license to use, modify and reproduce any and all the items described in Subparagraph 9.2.5.

9.2.6 All rights and obligations of this paragraph 9.2 shall survive the expiration or termination of this Contract.

A. Procure for County all rights to continued use of the questioned equipment, part, or software product; or

- B. Replace the questioned equipment, part, or software product with a non-questioned item; or
- C. Modify the questioned equipment, part, or software product so that it is free of claims.

9.2.7 Contractor shall have no liability for the alleged infringement or unauthorized disclosure to the extent that such is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.3 CERTAIN COUNTY REMEDIES

Contractor shall immediately provide to County substitute qualified personnel at no charge within three (3) working days if, as determined in the sole judgment of County's Project Director, either:

- A. At any time after the award of this Contract, Contractor personnel, for any reason, including, but not limited to, resignation, fail to perform under this Contract, or
- B. At any time during performance of the Contract, Contractor personnel perform unsatisfactorily, and Contractor fails to cure to the satisfaction of County's Project Director within five (5) working days of receipt of written or oral notice from County's Project Director of the specific nature of the problem.

The remedies set forth in this Subparagraph 9.3 are provided for County's benefit and use only, and are non-exclusive and cumulative.

9.4 CONTRACTOR'S PERFORMANCE/REALLOCATION OF FUNDS

Contractor's Performance/Reallocation of Funds: Contractors are expected to perform at optimum capacity in meeting contractual commitments. The minimum levels of performance for all service categories are outlined in the foregoing Contract (including all exhibits hereto). The performance of Contractor will be evaluated at the end of December 31, 2006 and at the end of the program year. DPSS may reallocate funds in accordance with Program regulations and/or County policies/bulletins as follows:

Contractor must maintain performance levels at 100% of the contract agreement from January 1, 2006 through December 31, 2006. If agency falls below 100% of the performance levels, funds may be reduced and reallocated (i.e. to other Contractors) accordingly. If agency meets and/or

exceeds 100% of the performance levels, then agency may qualify for an increase of funds. Additionally, the County at its discretion may reduce the Contractor's annual grant for the following fiscal year to more accurately reflect the Contractor's level of service.

9.5 WARRANTIES

9.5.1 Contractor warrants the quality of its work and shall promptly correct any and all defects, errors, and/or omissions in the tasks, deliverables, services, and other work provided pursuant to this Contract. The correction of all such defects, errors, and/or omissions shall be at no cost to County.

9.5.2 Contractor further warrants that:

- A. Contractor shall strictly comply with the specifications, requirements, standards, and representations set forth in this Contract.
- B. All tasks, deliverables, services, and other work shall be provided and/or performed in a timely and professional manner by qualified personnel.
- C. All tasks, deliverables, services, and other work shall be complete, uniform in appearance, and in accordance with generally applicable standards in the industry.

9.6 SURVIVAL

The following provisions of this Contract shall survive its expiration and/or termination for any reason(s):

- 1.0 Applicable Documents
- 2.0 Definitions
- 4.1 Term of Contract (second paragraph only)
- 5.4 No Payment for Services Provided Following Expiration/Termination of Contract
- 7.5 Confidentiality
- 8.3 Authorization Warranty
- 8.4 Budget Reductions
- 8.5 Change Notices and Amendments
- 8.11 Compliance with Applicable Law
- 8.15 Conflict of Interest
- 8.16 Consideration of Hiring County Employees Targeted for Layoff/or Re-employment List
- 8.27 Damage to County Facilities, Buildings, and Grounds
- 8.30 Employment Eligibility Verification

- 8.33 Fair Labor Standards
- 8.36 Governing Law, Jurisdiction, and Venue
- 8.38 Independent Contractor Status
- 8.39 Indemnification
- 8.40 General Insurance Requirements
- 8.45 Nondiscrimination and Affirmative Action
- 8.48 Notice of Disputes
- 8.51 Notices
- 8.52 Prohibition Against Inducement or Persuasion
- 8.53 Public Records Act
- 8.55 Record Retention and Inspection/Audit Settlement
- 8.58 Subcontracting
- 8.60 Termination for Convenience
- 8.61 Termination for Default
- 8.62 Termination for Improper Consideration
- 8.63 Termination for Insolvency
- 8.66 Waiver
- 8.67 Warranty Against Contingency Fees
- 9.2 Contractor's Obligations as a "Business Associate"
Under Health Insurance Portability & Accountability Act
(HIPAA)
- 9.5 Warranties
- 9.7 Survival

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Chair, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and Contractor has caused this Contract to be signed by its duly authorized officer, on the day, month, and year first above written.

CONTRACTOR

COUNTY OF LOS ANGELES

Bryce Yokomizo, Director
Department of Public
Social Services

Name

Title

ATTEST:

Violet Varona-Lukens, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

Deputy

Senior Deputy County Counsel

EXHIBITS

STATEMENT OF WORK

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I. PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ **Families are treated with respect in every encounter they have with the health, educational, and social services systems.**
- ✓ **Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.**
- ✓ **There is no "wrong door": wherever a family enters the system is the right place.**
- ✓ **Families receive services tailored to their unique situations and needs.**
- ✓ **Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.**
- ✓ **The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.**
- ✓ **The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.**
- ✓ **In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.**
- ✓ **County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more**

strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles Health and Human Service Departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

II. STATEMENT OF WORK OVERVIEW

DPSS requires Contractors with professional staff who can provide the services outlined in this contract. The objective of this Statement of Work (SOW) is to work in collaboration with area Community Based Organizations (CBO's) to provide education and the necessary equipment to promote traffic safety. The program is directed at clientele who are low-income residents of Los Angeles County and who live in the designated target areas. Major elements of this component of the Office of Traffic grant are to purchase and distribute child safety seats to low-income families. This SOW provides information of the services the Contractor is expected to provide during the term of the contract.

III. BACKGROUND

The OTS program is an educational program offered to low-income parents/child providers, designed to help improve community awareness and participation in occupant/child passenger, pedestrian and traffic safety.

Each year the Highway Safety Plan (HSP) is developed to reflect current needs and identifies problems, specific performance measures, and proposed solutions to mitigate traffic safety problems.

IV. SCOPE OF WORK AND DUTIES

Contractor shall provide qualified staff to perform formal traffic education, classroom type training and promote and participate in special events to deliver traffic safety education to large groups of low-income participants.

Module I

The CBO will provide formal traffic safety education to a minimum of five and maximum of twenty clients. This includes the distribution of traffic safety equipment and education materials. Instructor must adhere to curriculum guidelines that are required for this session. The payment for this module depends on subject taught. Please refer to Exhibit D of your contract.

Module II

The CBO will provide classroom type training and educational services for groups or classes of a minimum of twenty to a maximum of forty clients. This includes the distribution of traffic safety equipment and education materials. Instructor must adhere to curriculum guidelines that are required for this session. The payment for this module depends on subject taught. There is a \$60.00 bonus payment for Module II programs. Please refer to Exhibit D of your contract.

Module III

The CBO will promote and participate in special events to deliver traffic safety education to large groups of economically disadvantaged clientele. These events include community traffic safety fairs, and child passenger safety trainings where

inspections of existing child car seats and free distribution and installation of new seats will occur. Special events will be conducted with traffic safety staff and may include outside resources such as law enforcement agencies, Automobile Club (AAA) and other traffic safety program representatives. Activities required for special events include planning, publicity, outreach, transportation and other logistical arrangements for the event. These events **must** receive prior approval from DPSS. This event is very labor intensive and can involve several months of planning. DPSS Traffic Safety staff must be kept involved and updated during every step of the planning process. The payment for these events will be negotiated in advance. Module II payment schedule applies to module III. Bonus compensation can be up to \$1,089.88 depending on the type of complexity of event. Please refer to Exhibit D of your contract.

Public Events

All Traffic Safety public events to be held by CBO's must first **BE** cleared by Los Angeles County, Traffic Safety Staff. All events **must** be held in the County portion of Los Angeles; this includes incorporated cities and unincorporated portions of Los Angeles County excluding the cities of Los Angeles and Long Beach. These events should be promoted and advertised as much as possible. The cost of promotion is the responsibility of the agency. Child Passenger Safety (check up events) should never be conducted without the presence of National Highway Traffic Safety Administration certified technician, (must have completed the standardized 32 hour Child Passenger Safety course and have passed the certification test). It is the responsibility of the sponsoring agency to contact DPSS or other certified staff to participate in the event. Certified technicians are available through the local California Highway Patrol Offices hospitals and police stations. Certified staff can also be found on the NHTSA website at www.nhtsa.dot.gov. Child Passenger Safety events must not be advertised as "car seat giveaways". These events should be called "Child Passenger Seat Checkups". Child safety seats should only be given to clients that have recalled, damaged or outdated child restraints. Clients must be willing to trade their child restraint for a new one. Traded in child restraints must be promptly destroyed so that they cannot be used again. This will prevent future unsafe use. In addition to receiving a new car seat, clients must be instructed to properly install a child restraint. For liability purposes, a client must **never** leave the event with a child restraint without the parent properly installing the restraint personally. It is the responsibility of the technician to ensure that the parent correctly installs the child restraint before they leave. This is a necessary measure to ensure safety and prevent future liabilities resulting from improper installation or instructions.

All events must be cleared through Traffic Safety Program staff prior to their delivery.

V. CONTRACTOR'S REQUIREMENTS

Contractor will work at the (**ADDRESS OF CBO**) or another location as determined by County. Travel to various locations within the County will be required.

VI. ADMINISTRATION AND OTHER RESPONSIBILITIES

Contractor shall report administratively to, and work directly for, DPSS to complete the project's specific Tasks and Deliverables. Deliverables shall not be considered complete and accepted until approved in writing by County's Project Director.

Contractor shall be totally responsible for providing all of the goals associated with the Statement of Work based on the Project Plan. Contractor's Project Manager shall be responsible for managing and reporting progress of the daily activities of the project. Contractor's Project Manager shall inform County's Project Manager of any risk and/or problem in meeting the Project Plan due dates and recommend a resolution. Any disputes regarding deviations from the Project Plan shall be resolved between County's Project Manager and Contractor's Project Manager.

Contractor's Project Manager shall be responsible for accurately recording all Contractor staff hours worked on each Deliverable. Contractor's hourly recording documents shall be audited by County.

VII. CONTRACT ACCOUNTABILITY - DPSS

County's Project Manager:

Brenda Frazier, Project Manager
Department of Public Social Services
12860 Crossroads Parkway South - Main
City of Industry, California 91746

County's Project Manager is responsible for the daily activities as related to this Contract and approves all work performed by Contractor and all invoices submitted by Contractor as related to this Contract.

VIII. Program Goals

The overall vision of the Pedestrian Safety and Passenger/Occupant Safety program is to assist participants in the proper use of child safety restraints and to reduce the number of pedestrians injured or killed in Los Angeles County.

The following goals were developed with this ultimate vision of reducing overall injuries to pedestrians and children using car restraints:

1. To reduce the number of pedestrians killed aged 65+ in Los Angeles County by 10% from the calendar 2004 base year total of 70 to 63 by January 31, 2008.
2. To reduce the number of pedestrians injured aged 65+ in Los Angeles County by 10% from the calendar year 2004 base year total of 556 to 500 by January 31, 2008.
3. To reduce the number of pedestrians killed ages 1-14 in Los Angeles County by 10% from the calendar year 2004 base year total of 19 to 17 by January 31, 2008
4. To reduce the number of pedestrians injured ages 1-14 in Los Angeles County by 10% from the calendar year 2004 base year total of 1401 to 1261 by January 31, 2008.
5. To increase child safety seat usage 10 percentage points in Los Angeles County from the calendar year 2004 base year total of 75% to 85% by January 31, 2008.

IX. Performance Outcome Measures

Consistent with the County's goal of administering programs and services with specific and measurable outcomes, these contracted services include Performance Outcome Measures. Should there be a change in federal, State and/or County policies/regulations, the County may amend these Outcome Measures via a contract amendment, as detailed in the Contract Section 8.4.

These measures are as follows:

- To educate 8,000 community members in pedestrian safety;
- To educate parents/care givers in the proper use and installation of children's car safety restraints and booster seats; and
- To distribute 5,000 convertible car safety seats and 8,000 booster seats to low-income families in the targeted areas.

X. Records

Contractor shall maintain a complete physical record for each classroom training session and participants served. Contractor shall ensure that the records are organized in the manner prescribed by DPSS.

When the Office of Traffic Safety program ends and the records are no longer needed, Contractor shall not dispose of records or any document containing participant information, in any manner outside of DPSS policies without DPSS approval.

XI. Reporting Tasks

Contractor shall make reports as may be required by the County concerning its activities as they affect the contract duties and purposes contained herein.

Contractor shall complete a Monthly Management Report (MMR), in the manner to be described by the County. The MMR for each training session shall be submitted to the County Project Manager with the monthly invoice by the 15th calendar day of each succeeding month and may contain:

- A narrative of any concerns and/or changes in staff, sites, session scheduling, recommendations for improvements, and/or other processes as necessary.
- A minimum of one participant success story.
- Any other ad hoc statistical reports as requested by the County and by the due date established by the County.
- A discussion of the Contractor's degree of success in achieving desired Program Outcomes, and Performance Measures.
- A list of all trainings provided by the Contractor in the month, including sign-in sheets. Sign in sheets must include the **participants name, address and signature. Address of facility cannot be used.**
- A list of all complaints received by the Contractor in the month, including resolution to the complaints.
- Additional information that may be required at the County's discretion.

XII. Quality Control

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County of a consistently high level of service quality throughout the term of this Contract. The Plan shall be submitted to the Project Manager for review and approval. The Plan shall be effective on the Contract start date and will be updated and re-submitted for Project Manager approval as changes occur. The plan shall include, but not be limited to, the following:

- The method for ensuring the services, and requirements defined in the contract are being provided at or above the level of quality agreed upon by the County and the Contractor.
- The method for assuring that professional staff rendering services under the contract has the necessary prerequisites.
- The method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.

- A commitment to provide to the County upon request a record of all complaints, the corrective action taken, the time and problem is first identified, a clear description of the problem and the time elapsed between identification and completed corrective action.
- The method for continuing to provide services to the County in the event of a strike or other labor action of the Contractor's employees.

XIII. Complaints

Contractor shall establish a procedure to resolve Office of Traffic Safety program participant and community grievances, including Civil Rights complaints, before they reach a formal complaint level (Section 8.9). The Contractor shall designate a Complaint Liaison to coordinate responses on complaints.

Contractor shall process Civil Rights complaints by allowing the participant to file a Civil Rights complaint via the PA 607, Complaint of Discriminatory Treatment form with Contract Manager/Civil Rights Complaint Liaison, or directly with DPSS' Civil Rights & Customer Relations Section at (562) 908-8501. A thorough review and response to these complaints is necessary to ensure corrective action is taken.

XIV. Training

Contractor is responsible for ensuring their staff, both existing and new, are properly trained in all areas related to providing the Office of Traffic Safety program.. The Contractor shall coordinate with DPSS in scheduling trainings.

XV. Confidentiality

Contractor shall establish procedures to protect all participant level information and shall not make available participant information outside of DPSS and its partners without written consent from DPSS and the participant.

XVI. Security

Contractor shall have in place an active security plan.

Contractor shall, to the extent possible, ensure the safety of all Office of Traffic Safety participants during the training sessions.

Contractor shall provide all security measures to ensure that the Office of Traffic Safety equipment is secure and confidentiality is maintained. The Contractor shall also meet any additional security measures as required by the County. The Contractor's security measures must be approved by the County.

XVII. Cooperation with County Monitoring/County Oversight

Contractor shall fully cooperate in assisting the County in its monitoring and oversight responsibilities. The County shall make every effort possible in minimizing any adverse impacts this may have on service delivery, and to the extent possible, shall give advance notice of pending reviews. However, advance notice is not required for the County to conduct its reviews.

Contractor shall provide all records requested by County monitors. Failure to provide the records may, at minimum, be deemed an "error" and will adversely affect the Contractor's performance rates as measures in Exhibit B and described throughout Exhibit B.

XVIII. Contract Start-Up

Prior to providing training sessions, the Contractor shall ensure all necessary staff are hired and trained, and all Contractor furnished items (Exhibit B Section XXII) are in place.

XIX. Responsibility

The following identifies the responsibilities of County and Contractor.

6.1 COUNTY RESPONSIBILITIES

6.1.1 County Personnel

A. Project Manager:

The County will designate one (1) person who will act as the County Project Manager for the County. Specifically, the Project Manager shall:

- Be responsible for the daily activities as related to this Contract.
- Approves all work performed by Contractor and all invoices submitted by Contractor as related to this Contract.

- Negotiate with the Contractor on changes in service requirements pursuant to Contract, Section 8.5 of this Contract.

B. Contract Monitor:

County shall provide Contract Monitor(s) that may monitor all provisions under the contract. Monitoring may include Administrative Monitoring primarily involving with the contract's terms and conditions, Fiscal Monitoring related to the contract's fiscal provisions, and Service Delivery Monitoring related to the contract's Statement of Work and PRS.

C. Quality Assurance Evaluator (QAE):

The County will designate one (1) or more persons who will act as a Quality Assurance Evaluator(s) for the County on all services, requirements, and deliverables pertinent to the contract and monitor the Contractor's performance under the contract using the quality assurance procedures established in Exhibit B, PRS, or any other procedures that may be necessary to ascertain that the Contractor is in compliance with this Contract. One of the QAE staff may also be the CCA. Specifically, the QAE shall:

- Ensure that services, requirements, and deliverables of the contract are met and evaluate the Contractor's performance under this Contract.
- Advise the CCA as to the Contractor's performance in areas relating to services, requirements, and deliverables.
- Inform the Contractor of the name, address, and telephone number of the QAE, in writing, at the time this Contract is awarded, and at any time thereafter a change of QAE is made.
- Not be authorized to make any changes in the terms and conditions of this Contract or to obligate the County in any way whatsoever.

XX. County Furnished Items

All County furnished items are provided by the County for the duration of the contract only, and solely for the performance of this contract.

A. Complaints

County will provide a procedure through which Office of Traffic Safety participants shall have the opportunity to present a complaint or grievance about the Contractor's services, including Civil Right Complaints.

B. Training

The County shall provide training and program consultation to the CBO staff that will be providing training to the participants in the targeted areas.

The County may add mandatory trainings for all Contractor staff, as deemed necessary by the County.

C. Materials

The County shall supply to the Contractor:

- DPSS Operations Handbook, Section 21, Civil Rights Program, Civil Rights Handbook and Desk Reference Guide
- Applicable DPSS Policies
- A supply of Civil Rights Complaint forms, PA 607 (for use by GAIN referred participants in reporting civil rights complaints), and all other County-required forms in the various Threshold Languages.
- Required Posters, including the "Safely Surrendered Baby Law" poster.
- A list of County-observed holidays.
- DPSS hiring guidelines for Contractor use in assessing the appropriateness of hiring Contracted staff under this Contract.
- Car Seats.

D. Language Line Accounts

County shall provide Language Line accounts to assist the Contractor in serving participants in languages that staff may not be able to communicate in. The County shall monitor compliance with Language Line usage. Any misuse of this resource shall not be tolerated and will be deducted from the Contractor's payment

E. County's Quality Assurance Plan

County or its agent will evaluate the Contractor's performance under this Contract on no less than a quarterly basis. Such evaluation will include assessing the Contractor's compliance with all contract terms, Outcome Measures and Performance Standards (Exhibit B, PRS). (Exhibit B provides an overview of the monitoring approach and techniques that may be used in monitoring this Contract.) Contractor's deficiencies, which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, may be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the Contract Monitor. However, if a Contract Discrepancy Report (Exhibit P) is issued, at the discretion of the Contract Monitor meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

Action items from any Performance Evaluation Meeting shall be prepared by the Contract Monitor and signed by the Contract Manager and Contract Monitor. Should the Contract Manager not concur with the action items, he/she shall submit a written statement to the Contract Monitor within ten (10) business days from the date of receipt of the signed action items. The Contract Manager's written statement shall be attached to the Contract Monitor's action items and be a part thereof. Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the Contract Monitor will be final.

CONTRACT DISCREPANCY REPORTS

Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The Contract Manager shall resolve the problem within a time period agreed upon by the County and the Contractor.

The Contract Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contract Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within ten (10) business days.

XXI.

Contractor Personnel

A. General

The Contractor shall:

- Identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to County and Contractor records of their own or of any friends, relatives, business relations, personal acquaintance of their own or of tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.
- Be responsible for removing and replacing, within twenty-four (24) hours, any Contractor employee performing services under the contract and insuring that such individual's duties are satisfactorily performed until a replacement can be arranged, when reasonably requested to do so by the Contract Monitor. Such a request will come from the Contract Monitor and will be consistent with this Contract, Section 8.47.

- Furnish supervisory, administrative, and direct labor personnel to accomplish all work required by the contract.
- Provide bilingual staff for all public contact positions.
- Ensure all Contractor personnel meet DPSS' Hiring Guidelines which will be provided at contract start-up. Additionally, the Contractor shall ensure that all case managers meet the minimum requirements listed in Exhibit A Section XXI.
- Have an active recruitment program that will ensure staff turnover is promptly addressed.

B. Contract Manager and Alternate

Contractor shall provide a Contract Manager and alternate who will act as primary liaison with DPSS and be responsible for the overall management and coordination of this contract. The Contract Manager and alternate shall be identified in writing prior to the contract award and at any time thereafter a change of Contract Manager or alternate is made. Specifically, the Contractor Manager, or his/her alternate, shall:

- Have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract.
- Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays.
- Be able to read, write, speak, and understand English fluently.

XXII. Contractor Furnished Items

A. Equipment/Supplies

Contractor shall provide training materials, supplies, and support equipment necessary to perform all services required by this Statement of Work and adhere to all requirements imposed on the Contractor by the contract. The Contractor shall also provide office-related items such as personal computers, printers and monitors, fax machines, photocopy machines, video tape players (e.g., VHS players) and monitors, and other program-related items, as required by the County. Equipment

purchased with contract funds will be considered County property. All purchases must be reported to the County for tracking purposes.

B. Materials

Contractor shall post in each Contractor facility, where they are easily accessible to employees and Office of Traffic Safety participants, Equal Employment Opportunity (EEO), State-approved Non-discrimination In Services notices, and any other required notices, per instructions of the Contract Monitor. The Contractor may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012

C. Facilities and Maintenance

In Contractor provided facilities, Contractor shall provide all furniture, equipment, maintenance, security, telephone installations, parking and other services necessary. Such arrangements will require County approval prior to implementation.

Contractor shall ensure sufficient parking is available for participants, and, to the extent possible.

Contractor shall maintain facilities in a manner consistent with the County's Work First initiative. Facilities should be clean, well lit, and provide a business-like environment for all participants. Additionally, Contractor shall be able to provide services during regular business hours as defined by the County. Contractor shall maintain the same hours and days of operation applicable to the County.

Each Contractor's public contact office must post universal directional and/or multilingual directional signs, informational signs and posters as required by the California Department of Social Services Manual of Policies and Procedures, Division 21 (This can be accessed at http://www.dss.cahwnet.gov/ord/CDSSManual_240.htm.)

The Contractor shall also provide an environment readily accessible to individuals with disabilities as described in the following: Title II of the Americans with Disabilities Act of 28 CFR Part 35, Appendix A of 28 CFR, which contains ADA Accessibility Guidelines that govern the

physical accessibility requirements of state and local governments, and Title 24 of the California Code of Regulations (CCR), Parts 1, 2, 3, 5, 8, and 12, which contain the regulations governing structural accessibility for individuals with disabilities in public facilities in the State of California.

EXHIBIT B

PERFORMANCE REQUIREMENTS SUMMARY

1.1 INTRODUCTION

This technical exhibit lists the minimum required services that will be monitored by the County during the term of the Contract. It indicates the required services, the Standards for performance, maximum deviation from the Standard(s) before service(s) will be determined to be unsatisfactory, and the County's preferred method of monitoring.

All listings of required services or Standards used in this Performance Requirements Summary (PRS) are intended to be completely consistent with the main body of this Contract and Exhibit A, Statement of Work and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the main body of this Contract and Exhibit A. In any case of apparent inconsistency between required services or Standards as stated in the main body and Exhibit A, and this PRS, the meaning apparent in the main body and Attachment A, will prevail. If any required service or Standard seems to be created in this PRS which is not clearly and forthrightly set forth in the main body or Exhibit A, that apparent required service or Standard will be null and void and place no requirement on the Contractor and will not be the basis of the assignment of any points.

Because the provision of services to participants is critical to the mission of DPSS, the County expects a high Standard of Contractor performance. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the Contract Administrator by the Contractor before the allowable deviation from acceptable Standard should occur. However, it is the Contractor's responsibility to provide the services set forth in the Statement of Work, Exhibit A, and summarized in the PRS.

1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this exhibit and lists:

- This Contract's requirements considered most critical to acceptable contract performance (Column 1 of chart).
- The Acceptable Quality Level (AQL) (Column 2 of chart).

1.3 QUALITY ASSURANCE

On no less than a quarterly basis, the Contractor's performance will be compared to this Contract's Standards and AQL's using the County's Quality Assurance Monitoring Plan (QAMP).

The County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are (but are not limited to):

- Random sampling.
- Activity checklists.
- Participant/Community complaints and/or participant questionnaires.
- Participant interviews.
- Observation of Contractor operations.

1.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a Required Service is considered acceptable when the percent of discrepancies found during contract monitoring procedures does not exceed the percent of discrepancies allowed by the AQL. When the performance is unacceptable, the Contractor shall be required to respond within ten (10) business days, to a Contract Discrepancy Report (CDR). The CDR will require the Contractor to explain in writing the reasons for such unacceptable performance, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. The CCA will evaluate the Contractor's explanation and determine if the corrective action is appropriate. The CDR is Exhibit P of this contract.

AQL's are defined in a variety of ways. An explanation of how AQL's are used is included in Exhibit A, Statement of Work, in the sections referenced in each of the standards listed on the PRS.

1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

In monitoring the Contractor's performance in this area, samples are selected at random so that they will be representative of a population of interest. Selections used in sample are used to measure performance on the Standard, and conclusions are made about Contractor performance for the whole population.

The random sampling plan includes the following information:

AQL - The maximum number of points of defects that can occur and still meet this Contract's Standard for satisfactory performance.

Lot Size (Population) - The total number of units or services provided.

Sample Size - The number of units to be checked in a given time period.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by selecting a population that the County determines appropriate for their review. To ensure each service has an equal chance of being selected, a random number table, or other automated sampling tool, is used to determine the sample from the appropriate lot size.

When sampling is used, Contractor performance is deemed *Unsatisfactory* when the results of a review fail to meet the AQL, as defined for each standard in the Contract Appendix section referenced in the Technical Exhibit 1 below.

1.6 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, the Contractor must, within ten (10) work days, remedy any and all defects in the provision of the Contractor's

services and, as deemed necessary by the Contract Monitor, perform such services again at an acceptable level. Failure to correct the deficiency can result in termination of the contract.

1.7 UNSATISFACTORY PERFORMANCE REMEDIES

When Contractor performance does not conform to the requirements of this Contract, including not meeting program goals and performance outcome measures, the County will have the option to apply the following nonperformance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance including not meeting program goals and performance outcome measures, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations, not meeting program goals and performance measures and unacceptable levels of performance. This section does not preclude the County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Part 8 of the Contract, Paragraph 8.60.1, Termination for Convenience, herein above.

SERVICE STANDARD NUMBER	SERVICE STANDARD	AQL (%)
1	Meet County's employee requirements Section XVIII. Contractor Personnel	0
2	Ensure pre/post tests scores are accurately reflected in monthly reports	0
3	Ensure participants receive the proper training as outlined in the curriculum for Pedestrian Safety	0
4	Ensure participants receive the proper training as outlined in the curriculum for Car Seat Safety	0
5	Ensure Contractor provides the classroom training as outlined in Modules II and II	0
6	Ensure Contractor participates in at least one Module III event.	0

EXHIBIT C

OFFICE OF TRAFFIC SAFETY (OTS) VERIFICATION OF ELIGIBILITY

Office of Traffic Safety (OTS) funds are made available so that Los Angeles County community organizations can provide services to low-income persons and families in need.

Persons and/or families who receive services under OTS funding must meet an income and residence requirement. The following questions and required documentation will help us determine eligibility for OTS services. Information received will be held confidential and will be used solely for the purpose of determining eligibility for OTS services.

Agency Name: _____

Client Name: _____

Address: _____

Phone Number: _____ Verification of Residence* _____

* Copies of residence verification must be provided (i.e. CA DL/ID, Utility Bill, etc.)

Household

Family Members	Relationship	Age

Income

Type (i.e. Employment, TANF, UIB, SSI, etc.)	Monthly Amount	Source of Verification** (i.e. pay stubs, award letter, etc.)
	\$	
	\$	
	\$	

**Copies of income verification must be provided.

Under penalty of perjury, I certify that the above reported information is correct and true to my knowledge and agree to provide the supporting documentation as required.

Client/Parent signature _____ Date _____

Staff signature _____ Date _____

(Rev. 6/21/05)

EXHIBIT D

CONTRACTOR'S BUDGET

EXHIBIT E

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROGRAM MANAGER:

Name: May Kingi
Title: Program Manager-CSBG/OTS
Address: 12860 Crossroads Parkway South
City of Industry, California 91746
Telephone: (562) 908-8552
Facsimile: (562) 908-0459
E-Mail Address: maykingi@ladpss.org

COUNTY'S PROJECT MANAGER:

Name: Brenda Frazier
Title: County's Project Manager
Address: 12860 Crossroads Parkway South
City of Industry, California 91746
Telephone: (562) 908-8385
Facsimile: (562) 908-0459
E-Mail Address: brendafrazier@ladpss.org

CONTRACTOR'S ADMINISTRATION

EXHIBIT G (CONTRACTOR'S ADMINISTRATION)

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY AGREEMENT**

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY AGREEMENT**

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of the above-referenced contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT I

JURY SERVICE ORDINANCE

JURY SERVICE ORDINANCE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts that are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT J

SAFELY SURRENDERED BABY LAW

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



**Estado de California
Gray Davis, Gobernador**

**Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario**

**Departamento de Servicios Sociales
(Department of Social Services)
Alta Saenz, Directora**



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What is the EIC?

The EIC is a refundable tax credit for certain workers.

What's New. Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over \$2,650.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2004 are less than \$35,458 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of \$791, he or she must file a 2004 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2004)

Cat. No. 205991

EXHIBIT L

**FAMILIARITY OF THE COUNTY LOBBYIST
ORDINANCE CERTIFICATION**

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Vendor certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Vendor also certifies that all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process.

Signature_____ Date_____

**CIVIL RIGHTS RESOLUTION AGREEMENT
REQUIREMENTS
FOR CONTRACTOR/VENDORS**

**CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENT FOR
CONTRACTORS/VENDORS**

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL
RIGHTS RESOLUTION AGREEMENT WITH
THE LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, «Company», agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, «Company», also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, «Company», agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, «Company», agrees to comply with the requirements of the Resolution Agreement and «Company» understands that it is necessary to ensure their respective public contact staff receives the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, «Company», agree to the aforementioned.

Director's Signature (Contractor)

Date

Contractor's Address

EXHIBIT N

**CONTRACTOR'S OBLIGATIONS AS A "BUSINESS
ASSOCIATE" UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996
(HIPAA)**

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 (HIPAA)

AGREEMENT

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

- 1.3 “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.4 “Individual” means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.
- 1.6 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 “Services” has the same meaning as in the body of this Agreement.
- 1.9 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental Health's Privacy Officer, telephone number 1(213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St., Suite 525
Los Angeles, California 90012

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books, and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief

description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3, and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
 - (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.	()	()
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Signature

Date

Name and Title (please type or print)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

BACKGROUND

There is keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purpose Act" requires those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purpose Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associates, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally an organization is subject to the registration and reporting requirements of the Charitable Purpose Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising and documentation. Charities with over \$2 million of revenue (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance

RESOURCES

The following references to resources are offered to assist Proposals who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit P).

In California, supervision of charities is the responsibility of the Attorney General whose website, <http://caaq.stte.ca.us/>, contains much information helpful to regulated charitable organizations.

LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, 300 through 312. In California charitable solicitations ("advertising") are governed by Business & Professions Code 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations 999.1 through 999.5 (Amended regulations are pending). Links to all of these rules are at: <http://www.comsocal.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared:

Returned by Contractor:

Action Completed:

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contract Manager

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of QAE/CCA

Date

COUNTY ACTIONS:_____

Contractor Notified of Action:_____

Signature of County Contract Administrator

**Office of Traffic Safety
Recommended Funding
January 11, 2006 thru January 31, 2008**

	Agency Name	Recommended Amount for Pedestrian Safety	Recommended Amount for Child Passenger Safety	Recommended Amount for Special Events *	Recommended Amount Total	SUPERVISORIAL DISTRICTS				
						First	Second	Third	Fourth	Fifth
1	African American Unity Center	\$14,152	\$16,434	\$1,089.88	\$31,675.88	X	X			
2	Armenian Relief	\$6,372	\$0	\$1,089.88	\$7,461.88	X		X		X
3	Asian Youth Center	\$9,195	\$11,946	\$1,089.88	\$22,230.88					X
4	Boys and Girls Club of the Foothills	\$3,060	\$0	\$1,089.88	\$4,149.88					X
5	Broad Spectrum Community Development	\$6,431	\$7,111	\$1,089.88	\$14,631.88		X			
6	Campaign for Social Justice	\$10,564	\$5,535	\$1,089.88	\$17,208.88		X	X		X
7	Centinela Youth Services	\$19,146	\$0	\$1,089.88	\$20,235.88		X			
8	Chicana Service Action Center, Inc.	\$17,952	\$32,208	\$1,089.88	\$51,249.88	X		X	X	
9	Chinatown Service Center	\$4,293	\$11,787	\$1,089.88	\$17,169.88	X				X
10	Coalition for Mental Health	\$0	\$9,999	\$1,089.88	\$11,088.88	X	X			
11	Community Rehabilitation	\$1,280	\$0	\$1,089.88	\$2,369.88	X				X
12	Creative Neighbors	\$7,312	\$20,625	\$1,089.88	\$29,026.88		X			
13	Eastmont Community Center	\$2,917	\$5,346	\$1,089.88	\$9,352.88	X				
14	Foothill Unity Center	\$2,360	\$3,778	\$1,089.88	\$7,227.88					X
15	Institute for Multicultural Counseling Services	\$6,675	\$12,136	\$1,089.88	\$19,900.88		X	X	X	
16	Office of Samoan Affairs	\$4,212	\$62,640	\$1,089.88	\$67,941.88	X	X		X	
	TOTALS	\$115,941	\$199,545	\$17,438	\$332,924	8	8	4	3	7

* Special Events: Agencies are required to participate in one special event and may be reimbursed up to \$1,089 with prior approval.